

EXHIBIT C

POST EMPLOYMENT CONSULTING AGREEMENT

This Agreement is made this 10th day of March 2023 (the “Effective Date”) by and between RMWT Consulting LLC and/or any of its wholly owned subsidiaries (collectively called “the Company”) and Kyle Garrett, (the “Consultant”).

Consultant recognizes that in his capacity as an engineering executive with the Company he provided unique services.

Consultant recognizes that the Company desires continued access to his unique knowledge of and assistance with solidifying customer relationships with the combined engineering division following your separation from the company.

Consultant recognizes that he has been provided adequate consideration for entering into this Consulting Agreement.

THEREFORE, in consideration for the Post Employment Consulting Agreement and the additional consideration provided herein, Consultant and the Company agree to the following:

1. **Consulting Services.** Consultant will provide continuing strategic advice and counsel related to the business issues and projects Consultant was involved in while employed by the Company listed in Exhibit A (“Consulting Services”).
2. **Term of Agreement.** Consultant will provide Consulting Services effective upon termination of Consultant’s employment with the Company and continuing through December 31, 2023 (“Term of Agreement”).
3. **Compensation.** Consultant shall be paid fourteen thousand five hundred eighty-three dollars and thirty-three cents (\$14,583.33) per month during the Term of Agreement (“Consulting Fee”).
4. **Benefits.** The Company will provide the health and welfare benefits that Consultant was enrolled in at the time of separation through COBRA until 12/31/23.
5. **Expenses.** Consultant will be reimbursed by the Company for all expenses necessarily incurred in the performance of this Agreement.
6. **Termination.** Notwithstanding the Term of Agreement specified above, this Agreement shall terminate under any of the following circumstances: (a) in the event Consultant dies, this Agreement shall terminate immediately; (b) if Consultant, due to physical or mental illness, becomes disabled so as to be unable to perform the services called for under this Agreement, either the Company or Consultant may by written notice terminate the consulting relationship as of the last day of the calendar month during which such notice is given; (c) the parties may terminate this Agreement by mutual written agreement with a 30-day notice.
7. **Non-Competition.** Consultant acknowledges and agrees that during the term of the Agreement he will not render managerial, market research, advise or consulting services, either directly or indirectly, to any business engaged in or about to be engaged in utility construction services or which would otherwise conflict with his obligations to the Company.
8. **Confidential Information or Materials.** During the Term of Agreement, Consultant will have access to the Company’s confidential, proprietary and trade secret information including but not limited to information and strategy relating to the Company’s products and services including customer lists and files, product description and pricing, information and strategy regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees, salaries; product development plans; business, acquisition and financial plans and forecasts and marketing and sales plans and forecasts (collectively called “Company Confidential Information”) Consultant will not, during the Term of Agreement or thereafter, directly or indirectly disclose to any other person or entity, or use for Consultant’s own benefit or for the benefit of others besides Company, any Company Confidential Information. Upon termination of this Agreement, Consultant agrees to promptly return all Company Confidential Information.

9. **Remedies.** Consultant understands and acknowledges that Company's remedies at law for any material breach of this Agreement by Consultant are inadequate and that any such breach will cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, including the return of consideration paid for this Agreement, Consultant agrees that the Company shall have the right to seek specific performance and injunctive relief. It is also expressly agreed that, in the event of such a breach, Company shall also be entitled to recover all of its costs and expenses (including attorneys' fees) incurred in enforcing its rights hereunder.

10. **Independent Contractor Status.** For all purposes, Consultant shall be deemed to be an independent contractor, and not an employee or agent of the Company. Accordingly, Consultant shall not be entitled to any rights or benefits to which any employee of Company may be entitled.

11. **No Authority to Bind Company.** Consultant will not have any authority to commit or bind Company to any contractual or financial obligations without the Company's prior written consent.

12. **Assignment.** This is a personal services agreement and Consultant may not assign this Agreement, or any interest herein, without the prior written consent of the Company.

13. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties on the subjects covered. It cannot be modified or waived except in a writing signed by me the Chief Executive Officer.

14. **Agreement Enforceable to Full Extent Possible.** If any restriction set forth in this agreement is found by a court to be unenforceable for any reason, the court is empowered and directed to interpret the restriction to extend only so broadly as to be enforceable in that jurisdiction.

The parties agree to each of the terms and conditions set forth above.

Date: March 10, 2023

CONSULTANT:

Kyle Garrett

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kyle R. Garrett
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COMPANY:

RMWT Consulting LLC

By: Tom Barnes

Title: CFO

9. Remedies. Consultant understands and acknowledges that Company's remedies at law for any material breach of this Agreement by Consultant are inadequate and that any such breach will cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, including the return of consideration paid for this Agreement, Consultant agrees that the Company shall have the right to seek specific performance and injunctive relief. It is also expressly agreed that, in the event of such a breach, Company shall also be entitled to recover all of its costs and expenses (including attorneys' fees) incurred in enforcing its rights hereunder.

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Date: March 10, 2023

CONSULTANT:

Kyle Garrett

COMPANY:

RMWT Consulting LLC


By: Tom Barnes

Title: CFO

Exhibit A:

During the term of the Agreement, Consultant agrees to provide the following Services to Company:

- Solidify current customer relationships and advise on future business development opportunities
- Transition of RMWT operations to retained staff of combined entity